



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

March 6, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
COMPUTER STUDENT INTERNS
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**CIO RECOMMENDATION: ☒ APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for Information Technology Professional Services in an annual sum not to exceed \$275,000, with a sum total of \$825,000 for the term of three years, to Cal State Los Angeles University Auxiliary Services, Inc., (UAS) located in Los Angeles, California. This contract will be for a term of three years commencing on March 21, 2007, or upon Board approval, whichever occurs last, with two 1-year renewal options, not to exceed a total of five years. Funds are available in Public Works' 2006-07 Internal Service Fund.
2. Delegate authority to the Director of Public Works to annually expend up to 25 percent of the annual contract sum for unforeseen, additional work within the scope of work of the contract, if required.

3. Delegate authority to the Director to execute this contract; to renew it for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to approve and execute amendments including any necessary changes to the scope of work; and to terminate the contract, if, in the opinion of the Director, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is for as-needed and intermittent student intern services to assist with our information technology (IT) operations. This intern program has proved to be beneficial to both Public Works and the interns. Public Works is able to acquire additional help to meet the peak demands for IT projects and/or to complete priority projects within a critical deadline. The interns gain valuable experience and skills not only in the technology field, but in an actual business environment, helping them succeed in future employment. Due to our continuing need for these interns, coupled with our satisfaction with the performance of the interns as evident by our successful recruitment of some of these interns for full-time employment over the past nine years, we have negotiated this recommended contract to continue to utilize UAS services. Public Works has contracted for these services since 1997. The current contract with UAS will expire on March 20, 2007. The purpose of this action is to continue contracting for this service.

Implementation of Strategic Plan Goals

The award of this contract is consistent with the County Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of UAS's expertise to effectively provide this service in a timely and responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on net County cost. The contract is for an annual amount not to exceed \$275,000 and a total amount not to exceed \$825,000 for the three-year term. An additional 25 percent may be augmented for unforeseen, additional work within the scope of the contract. This amount is based on the hourly rates quoted by UAS and our estimated annual utilization of UAS's services. There is a range of rates quoted by the contractor, which allows this contract to be competitive when compared to the industry since the hourly pay is determined by the skill and knowledge of the interns.

This contract will commence on March 21, 2007, or upon Board approval, whichever occurs last, for a period of three years. With the Board's delegated authority, the Director may renew this contract for a total contract period not to exceed five years.

Financing for this service is included in Public Works' 2006-07 Internal Service Fund.

This contract allows a cost-of-living adjustment for the additional optional years in accordance with County policy established by the Chief Administrative Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract, which will be substantially similar to Enclosure A, UAS will sign and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code Chapter 2.121).

ENVIRONMENTAL DOCUMENTATION

This contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and, therefore, is not subject to the provisions of CEQA.

CONTRACTING PROCESS

We surveyed eight other universities in Southern California and confirmed that UAS is the only nonprofit organization that offers comprehensive recruitment and billing services. In addition, UAS works with local universities to recruit qualified students majoring in Information Systems and Computer Science majors. UAS is a nonprofit corporation registered in the State of California.

UAS is also uniquely qualified to assist us with the recruitment of IT interns due to their previous experience and the academic partnership we have established with them over the years. Having worked with them since 1997, we have fine-tuned the process and academic requirements needed to meet the fluctuating demands of time-sensitive IT projects. Starting with a new service provider would require a time-consuming learning curve and extensive resources from Public Works to establish the academic partnership we have built with the Department Chair and professors at UAS. Public Works submitted an Advanced Notification letter to each Supervisor on January 16, 2007,

informing the Board of our intent to file this contract as a sole source Agreement for the reasons listed above.

This contracted service was submitted on December 4, 2006, to the Local 660 Union for review. The Union declined to meet with Public Works.

Enclosure B reflects the contractor's minority participation. UAS was recommended for the contract upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from UAS before any work is assigned.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that UAS will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with UAS.

The Honorable Board of Supervisors
March 6, 2007
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CONCLUSION

One adopted copy of this letter is requested.

Respectfully submitted,

Reviewed by:

DONALD L. WOLFE
Director of Public Works

JON FULLINWIDER
Chief Information Officer

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Enc. 2

cc: Chief Administrative Office
County Counsel

SAMPLE AGREEMENT FOR
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
COMPUTER STUDENT INTERNS

THIS AGREEMENT, made and entered into this ____ day of _____, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and CAL STATE LOS ANGELES UNIVERSITY AUXILIARY SERVICES, INC., a California nonprofit corporation (hereinafter referred to as UAS).

WITNESSETH

WHEREAS, COUNTY has sponsored the Student Intern Program with UAS for the past nine years; and

WHEREAS, UAS is the only school in the COUNTY with a program that makes available qualified students for interviews.

NOW, THEREFORE, the parties agree as follows:

FIRST: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Intern Rates – 2007; Exhibit F, Information Technology Division's IT Internship Program; Exhibit G, Information Technology Division (ITD) CSU-UAS Intern Request-to-Hire Form; Form PW-1, Verification of Proposal; Form PW-3, Jury Service Program Application for Exception and Certification; Form PW-4, Contractor's Industrial Safety Record; Form PW-5, Conflict of Interest; Form PW-7, Contractor's Equal Employment Opportunity Certification; Form PW-9, Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information; Form PW-10, GAIN/GROW Employment Commitment; Form PW-12, Charitable Contributions Certification; Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; and Attachment 3, Lobbyist Ordinance, all attached hereto, and are agreed by the COUNTY and UAS to constitute an integral part of the Contract documents.

SECOND: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay UAS pursuant to Exhibit E, Intern Rates – 2007, an amount not to exceed \$825,000 for the three-year term and \$275,000 annually for each of the option years (Maximum Contract Sum), or such greater amount as the Board may approve.

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THIRD: This Contract's initial term shall be for a period of three years commencing on March 21, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FOURTH: Public Works will specify the hourly rate for each intern accepted based on Exhibit E, Intern Rates – 2007. Public Works will submit semimonthly time sheets to UAS listing the hours worked by each intern. The time sheets will be submitted based on the Payroll Schedule listing due dates. This schedule will be provided by UAS each calendar year. UAS shall submit a monthly invoice based on these time sheets. Invoices shall indicate the names of the interns providing the service, hours worked by each intern, each intern's hourly billing rate, and the total amount due from Public Works for that billing period. Public Works will make payment to UAS within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

FIFTH: In no event shall the aggregate total amount of compensation paid to UAS exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

SIXTH: UAS understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. UAS acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in UAS earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

SEVENTH: UAS shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. UAS shall monitor the balance of this Contract's Maximum Contract Sum. When the total of UAS's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, UAS shall immediately notify the Contract Manager in writing. UAS shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

EIGHTH: The Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI). The contract anniversary date shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first

NINTH: UAS agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and UAS has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CAL STATE LOS ANGELES
UNIVERSITY AUXILIARY SERVICES,
INC.

By _____
Alma P. Sahagun
Director of Contracts & Grants
Administration

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
SBE Firm Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Cal State L.A. University Auxiliary Services, Inc.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
X Other (Please Specify): Higher Education						
Total Number of Employees (including owners): 770						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	0	18	26
Hispanic/Latino			0	2	129	208
Asian or Pacific Islander			0	2	67	64
American Indian			0	0	2	1
Filipino			0	0	0	0
White			1	2	62	77


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed. N/A

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) N/A

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Director, UAS Human Resources	Date: 2-05-07
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